



## INFORMATION SYSTEMS

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# Website Terms of Use

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## 1. Acceptance of Terms

This Terms of Use Statement covers the [www.manchestermo.gov](http://www.manchestermo.gov) website, managed by City of Manchester, Missouri. Please read these terms carefully before using **the Site**. By accessing and using the City of Manchester site, you agree to be subject to the terms and conditions described in this document. If you do not agree to these terms of use, please do not use **the Site**. City of Manchester reserves the right to update the Terms of Use Statement at anytime without prior notice to you, so please check this document periodically for changes.

In addition, when using any particular [www.manchestermo.gov](http://www.manchestermo.gov) service, you will be subject to any posted guidelines or rules applicable to such service, which may be revised from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

## 2. Description of Services

The Site currently provides users with access to a collection of online resources, including various communications, government records, and online information and administrative services. You understand and agree that the Site is provided "as is," and that the Site and its authorized agents and contractors assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

In order to use the Site, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access or utilize free public access available through public libraries or other sources. In addition, you must provide or obtain access to all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. The Site and its authorized agents and contractors maintain this Site for online services, information, education, and communication.

Please feel free to browse the Site. You may print or download material displayed on the Site for noncommercial; personal use only, provided you also retain all copyright and other proprietary notices contained on the materials. You may not, however, sell, reverse engineer, distribute, modify, transmit, reuse, repost, use, or create derivative works based on the content of the Site in whole or in part for any purpose, without written permission from the Site, its authorized agents and contractors, or the owner of such content in each instance.

## 3. Your Obligations

When using the Site, you agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by various forms and
- (b) maintain and promptly update your information as needed to keep it true, accurate, current, and complete.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or the Site or its authorized agents and contractors have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Site or its authorized agents and contractors have the right to suspend and refuse any and all of your current or future use of the Site.

You, not the Site or its authorized agents and contractors, are solely responsible for all content (i.e., information, data text, software, music, sound, photographs, graphics, video or messages or other) you upload, post, email or otherwise transmit.

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harassing, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

You further agree not to upload, post, email or otherwise transmit any confidential information, trade secrets, "junk mail," "spam," "chain letters," "pyramid schemes," any other form of solicitation, or software viruses.

You acknowledge that the Site and its authorized agents and contractors do not pre-screen content posted or transmitted by others, but that they shall have the right to remove any content that violates the Terms of Use or is otherwise objectionable in the sole determination of the Site and its authorized agents and contractors.

The Site and its authorized agents and contractors do not guarantee the accuracy, integrity or quality of content posted or transmitted by others. The Site and its authorized agents and contractors are under no obligation to monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Site and assume no responsibility or liability arising from content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. The Site and its authorized agents and contractors will fully cooperate with any law enforcement authorities or

court order requesting or directing the **Site** and its authorized agents and contractors to disclose the identity of anyone posting any such information or materials. Any unauthorized use of this Site may be prosecuted to the fullest extent of the law.

## 4. Account Password and Security

Certain fee-based services may require a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password and account. You agree to:

- (a) immediately notify the **Site** of any unauthorized use of your password or account or any other breach of security, and
- (b) ensure that you exit from your account at the end of each session.

The **Site** and its authorized agents and contractors cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## 5. Privacy

Our **Privacy Statement** informs you about the types of information we gather online when you visit the **Site** or any of our associated web sites, how we may use that information, whether we disclose it to anyone, and your choices regarding our use of, and your ability to correct, that information. For More Info, please see our full Privacy Statement.

## 6. Accessibility

Our Accessibility Statement informs you about our efforts for inclusion and universal access to all of our services and programs. For more information, please see our **Web Accessibility Statement**.

## 7. Intellectual Property

The **Site** reserves its rights in all intellectual property contained in the Site. You are advised that the **Site** will aggressively enforce its intellectual property rights to the fullest extent of the law, which may include, without limitation, the seeking of criminal prosecution. Examples are listed below.

### 7.1 Copyright Information

You should assume that everything you see or read on the Site is copyright-protected unless otherwise noted, and may not be used except as provided in these Terms of Use. All other use shall require the written permission of the **Site** its authorized agents and contractors, or such third party that may own the materials. The **Site** neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with the Site.

### 7.2 Use Of Images

Images of people or places displayed on the Site are either the property of, or used with permission by, the **Site**. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use. Any unauthorized use of the images may violate copyright laws, trademark laws, privacy laws, and communications regulations and statutes.

### 7.3 Trademark Information

The trademarks, logos, and service marks displayed on the Site are registered and common law trademarks of the **Site** and others (collectively the "Trademarks"). Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the written permission of the **Site**, its authorized agents and contractors, or such third party that may own the Trademarks. Your use of the

Trademarks, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited.

## 8. Links and Advertisers

It is the policy of the **Site** to prohibit any advertisements. **The Site** and its authorized agents and contractors, however, have not reviewed the sites linked to the Site and are not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to the Site, off-site pages or other sites is at your own risk and without the recommendation, endorsement, or liability of **the Site** or its authorized agents and contractors. Your correspondence or business dealings with or participation in promotions of advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings are solely between you and such advertiser. **The Site** and its authorized agents and contractors shall not be liable for any loss or damage of any sort incurred as the result of any such dealings or the result of the presence of such advertisers on the Site.

## 9. Reference

Any reference made by this Site or any affiliated web site to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by **the Site** or its authorized agents and contractors. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective authors or distributors and do not necessarily state or reflect those of **the Site** or its authorized agents and contractors.

## 10. Disclaimer

**The Site** and its authorized agents and contractors make no warranties or representations as to the accuracy of content on the Site. **The Site** and its authorized agents and contractors assume no liability or responsibility for any errors or omissions in the content or operation of the Site.

## 11. Disclaimer of Warranties

Your use of and browsing in the Site are at your risk. You understand and agree that **the Site** and its authorized agents and contractors assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any communications, payments or personal settings. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE SHALL **THE SITE**, ANY OF ITS AFFILIATES, ITS AND THEIR BOARD, OFFICERS AND EMPLOYEES, ITS AUTHORIZED AGENTS AND CONTRACTORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SITE EVEN IF **THE SITE** OR AN AUTHORIZED REPRESENTATIVE OF THE SITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. **www.manchestermo.gov** and its authorized agents and contractors also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video or audio from the Site.

## 12. Termination

**The Site** and its authorized agents and contractors reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice for any reason or no

reason whatsoever. You agree that **the Site** and its authorized agents and contractors shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site.

### 13. Changes to This Statement

If there are changes or additions to the Terms of Use Statement, we will post those changes on our web site. Please be sure to check this page before proceeding to use our Site.

### 14. Contact Us

If you have any questions or concerns about this Term of Use Statement, please send an e-mail to the Webmaster and note "Terms of Use" in the subject line.

### 15. General Information

This constitutes the entire agreement between you and **the Site** (and its authorized agents and contractors) regarding use of the Site, superseding any prior agreement between you and **the Site**. If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. You may also be subject to additional Terms of Use that may apply when you use affiliate services, third-party content or third-party software. **The Site** may at any time revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound. The failure of **the Site** or its authorized agents and contractors to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such provision. These Terms of Use and the relationship between you and **the Site** shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its conflict of law provisions. You and **the Site** agree to submit to the personal and exclusive jurisdiction of the state and federal courts for any disputes or matters arising out of the Site or use of the Site.